

AGREEMENT

between

Northeast Center for Youth & Families

and

UAW LOCAL 2322

*United Automobile, Aerospace and Agricultural
and Implement Workers of America, AFL-CIO*



July 1, 2015 - June 30, 2018

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

In solidarity,

Jocelyn Silverlight

President, UAW Local 2322

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

**UAW Local 2322
4 Open Square Way, #406
Holyoke, MA 01040
800-682-0269 or 413-534-7600**

*Protect these hard won benefits and rights. Read your contract.
Know your rights. Know your benefits.*

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ARTICLE 1
RECOGNITION AND ELIGIBILITY

Northeast Center for Youth and Families, Inc. (NCYF), hereinafter referred to as the Agency or Employer, recognizes Local 2322 & United Automobile, Aerospace and Agricultural Implement Workers, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for regular full-time and regular part-time Residential Counselors (RC) and Lead Residential Counselors In Massachusetts. Excluded from the bargaining unit described above are: Shift Managers, supervisors, Nurses, and managerial, administrative and clerical employees in Northeast Center for Youth and Families, Inc.

The terms "Residential Counselor" and "Residential Counselors" as used hereinafter in this Agreement, refer to only such persons who are within the bargaining unit, as defined above, except as may be specifically mentioned. The term "full-time Residential Counselor" is defined as a Residential Counselor regularly scheduled to work thirty seven and a half (37.5) hours in a one-week period. The term "part-time Residential Counselor" is defined as a Residential Counselor regularly and normally scheduled to work less than thirty seven and a half (37.5) hours, but at least twenty (20) hours per week. Part-time Residential Counselors are eligible for pro-rated benefits.

In the use of relief/temporary employees, NCYF will not fill union positions with non-union employees on a permanent basis. In case of any ongoing uses of relief/temporary employees in specific union positions or schedules, NCYF will provide notice to the UAW regarding efforts made to fill the position with a full time union member.

ARTICLE 2
RESIDENTIAL COUNSELOR MEDICAL EXAMINATION

In the event that funding or licensing agencies require medical examinations for our Residential Counselors, staff must comply with such requests. Fair and reasonable notice will be given to staff if such examinations become required. The Agency agrees to reimburse the employee the co-pay paid for any such required examinations or procedures, or arrange to have them provided free of charge, if the

Residential Counselor’s health insurance does not cover the costs or if the Residential Counselor does not have health insurance.

The Agency shall also have the unabridged right to require drug testing of any Residential Counselor for the following situations: pre-employment, post-incident and suspected unfit work condition. The failure to pass or submit to any required drug test by any Residential Counselor shall be grounds for immediate termination of that Residential Counselor.

ARTICLE 3
DRUG-FREE WORKPLACE POLICY – DRUG/ALCOHOL TESTING

To help provide a safe and drug-free work environment for our clients and our Residential Counselors, the Agency prohibits:

- a. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Agency premises or while performing an assignment on Agency time.
- b. Being impaired or under the influence of legal or illegal drugs or alcohol away from the Agency or customer premises, if such impairment or influence adversely affects the Residential Counselor’s work performance, the safety of the Residential Counselor or of others, or puts at risk the Agency’s reputation.
- c. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Agency or customer premises, if such activity or involvement adversely affects the Residential Counselor’s work performance, the safety of the Residential Counselor or of others, or puts at risk the Agency’s reputation.
- d. The presence of any detectable amount of prohibited substances in the Residential Counselor’s system while at work, while on the premises of the Agency or its customers, or while on Agency business. “Prohibited substances” include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the Residential Counselor.

The Agency will conduct drug testing under one or another of the following circumstances:

a. **PRE-EMPLOYMENT:** The Agency retains sole discretion to require whether or not any candidate must submit to a post-offer, pre-employment drug test. Offer of employment is conditional upon a negative drug test result.

b. **UNFIT TESTING:** The Agency may ask a Residential Counselor to submit to a drug test at any time it feels that the Residential Counselor may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the Residential Counselor's person or in the Residential Counselor's vicinity, unusual conduct on the Residential Counselor's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

c. **POST-INCIDENT TESTING:** Any Residential Counselor involved in an on-the-job incident, accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the incident, accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job incident, accident or injury" means not only the one who was injured, but also any Residential Counselor who potentially contributed to the incident, accident or injury event in any way.

If any Residential Counselor is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the Residential Counselor may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the Residential Counselor will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

ARTICLE 4 UNION SECURITY

Effective on the date of this Agreement, all eligible Residential Counselors must join and maintain membership in the Union by the 30th day of employment as a condition of employment.

ARTICLE 5 DUES CHECK-OFF

NCYF agrees that it will deduct from earned wages, per pay period, Union initiation fees and dues, fixed in accordance with the constitution of the Union, of those employees who give their written authorization to NCYF to make such deductions. With each remittance, the employer will provide the Union with a list of names of employees, hours worked, rate of pay, leave status, wages subject to dues/agency fee, initiation fees paid and total amount of dues submitted. NCYF shall remit the dues deduction check no later than monthly.

Copies of all related reports will be sent to the Holyoke office Local 2322, UAW; the money and a report will be sent to the Holyoke office. NCYF agrees to provide a monthly employee list to the local union office which contains the following information: names of employees eligible for union membership, mailing address, email address, employee ID#, work site, date of hire, telephone number and job title/classification.

The Union shall indemnify and save the Agency harmless against all liability that may arise as a result of action taken by the Agency for the purpose of complying with the provisions of Article 5.

ARTICLE 6 VISITATION

Any Union Shop Steward and/or their Representative may visit program sites with prior request and approval received by the Director of Residential Service or his/her designee. Union Stewards and their Representatives may not meet with clients present or during work time without prior permission. Approval will not be withheld in an arbitrary, capricious or discriminatory manner.

ARTICLE 7 BULLETIN BOARD

The Agency will provide an accessible space and a bulletin board for Union notices at each site for official Union posting. Notices that, in the opinion of Management are inappropriate will not be allowed. All posting must be submitted to the Residential Manager for approval prior

to the posting. Union posting will not be denied in an arbitrary, capricious and/or discriminatory manner.

ARTICLE 8 UNION MEETINGS

Union meetings that require the attendance of line Residential Counselors may, subject to operational needs, be held for a maximum of one (1) hour per month during staff meeting time. Such time may be scheduled with the Director of Residential Services or his/her designee. Additional meeting time may be scheduled subject to operational needs.

ARTICLE 9 SHOP STEWARDS

The Employer will recognize up to a maximum of two Stewards for each Union work site. One Steward will be paid for holding the initial informational meeting with new Residential Counselors outside of time s/he is scheduled to work on line and subject to operational needs.

The Union Stewards, with Residential Manager or designee's permission and subject to operational needs, may investigate and initiate grievance processes at the Agency during regular business hours, not on line with clients, without pay.

The Union Stewards are each eligible to receive five (5) unpaid days of release time each year to perform Union business. Release time is subject to operational needs and supervisory approval. Documentation of the legitimate use of such days will be provided upon the request of the Director of Residential Services or his/her designee. Request by Stewards will not be denied in an arbitrary, capricious or discriminatory manner.

A list of Union Stewards will be provided to Management and updated as needed.

ARTICLE 10 UNION REPRESENTATION

Employees are entitled to request Union Representation in any investigative interview the employee reasonably believes could lead to discipline, a change in your working conditions, or any other adverse consequence of that employee. If denied Union representation by the Agency at an investigative interview, the employee may choose not to participate. The employee who is the subject of the investigation will be told the nature of the issue and the date and time of the interview. Prior to the scheduled interview the employee who is the subject of the investigative interview may consult with his or her Union representative.

ARTICLE 11 LABOR/MANAGEMENT COMMITTEE

Both the Union and Management agree to attend the labor/Management Committee to be held normally every 6-8 weeks during the regularly scheduled residential staff meeting subject to operational needs. The committee will be up to five (5) Management staff and up to five (5) Union members inclusive of their UAW Local 2322 Representative assigned as Service Representative for NCYF. Stewards attending the Labor/Management Committee will be released during staff meeting time and paid to attend this meeting. The Labor/Management committee will meet subject to operational needs and will generally meet and be held in an accessible place. These meetings are not open to the public or third parties without the approval of both parties.

In addition, any contemplated change in the contract or budget that would significantly affect Union staff as determined by Management will be brought to the attention of the Labor/Management Committee for input, prior to a final decision. Examples that would constitute significant topics to be brought by Management to the Labor/Management Committee for input prior to a final decision include but are not limited to: reduction in staff, layoff, or a significant change in working conditions.

ARTICLE 12 NON-DISCRIMINATION

The Agency is committed to the concept of affirmative action and equal opportunity in the implementation of all employment practices. This includes recruitment, hiring, advancement and promotion, training, compensation, benefits and termination. The Agency will not discriminate against any Residential Counselor based on race, color, religious creed, national origin, ancestry, sex, age, criminal record, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, gender identity, size, genetics or union activities. Any harassment not limited to, but including sexual, ethnic, or racial harassment by another Residential Counselor or manager will not be tolerated under any circumstances. Offenses must be reported to the Human Resources Department immediately.

THE AMERICANS WITH DISABILITIES ACT: No one will be denied any employment opportunity including, but not limited to, hiring, promotion, or transfer or be discriminated against with respect to any term or condition of employment on the basis of a disability. Whenever possible, the Agency will make a reasonable accommodation to a known disability in order to allow an applicant to fairly apply for employment and to enable a disabled Residential Counselor to perform the tasks essential to the job he or she holds or seeks. The Agency cannot provide a Residential Counselor with a reasonable accommodation if he or she does not inform the Agency of his or her disability. Whenever possible, the Agency will also make reasonable accommodations to a known disability that would make it difficult for a Residential Counselor to receive customary training or evaluations.

ARTICLE 13 HOURS OF WORK

Full-time Residential Counselors will normally be scheduled to work (37.5-40) hours in one (1) week, which will normally include all meetings where their presence is required. All full time staff benefited time will be based on 40 hours. All part-time staff benefited time will be based on a pro-rated basis. Residential Counselors may be required to work overtime in an emergency or if operational needs arise. It is the intent of Management not to request any Residential Counselor to work

beyond what he or she is capable of working. However, should an Residential Counselor be requested to work additional hours and that additional time impacts on the Residential Counselor's ability to work his/her normal schedule, Management agrees to review that impact and whenever possible, reschedule the Residential Counselor's hours.

A Residential Counselor's normal work- week schedule shall be set at the time of hiring but is subject to change. A change in hours of work may be made in response to a request from a majority of affected staff or based on operational or contractual need as determined by Management. Prior to any Management driven changes to a RC's work schedule, Management agrees to provide notice of contemplated change and provide opportunity to meet with the Union and affected staff for their input prior to the change taking place. Any such change shall not be made in a capricious or arbitrary manner, and Management will provide notice as soon as possible to all affected staff.

If a change in work schedules creates an unusual hardship for a Residential Counselor s/he will be offered a layoff or transfer to another open position within the bargaining unit, subject to operational needs, prior to the option of layoff.

Management agrees to seek volunteers to cover shifts left vacant as soon as possible (based on operational needs at the time the vacancy occurs). Residential Counselors may be assigned to assist Management in securing coverage. Should no volunteers be available for an open shift, Management will seek to fill these open shifts based on the lowest senior member, taking first into consideration gender, experience, and hours of worked and scheduled to be worked by that individual that week.

Management will normally provide a two week notice for temporary changes and will provide a month notice after schedule changes have been finalized for permanent changes to hours of work. It is the intent of Management to provide reasonable notice whenever possible.

Management will provide notice to the Union to offer the opportunity for input prior to any temporary and/or permanent changes.

BREAKS: Non-exempt Residential Counselors are eligible to take a ½ hour unpaid break after 6 hours of work. A Residential Counselor on

break is free to leave the workplace so long as he/she punches out and is not mandated to remain on site. If the Residential Counselor is mandated to remain on site this break will be a paid break. The breaks will be scheduled by shift managers and may be subject to change based upon operational needs.

All schedules will be printed and posted weekly, with daily updates regarding open shifts and vacancies that have been filled.

All hours worked over eighteen (18), consecutive hours, will be paid time in a half.

NCYF will make every effort to fill vacancies as soon as the vacancy is known. NCYF will make this a top priority.

Whenever possible, all staff will have the option to have two (2) consecutive days off.

Management agrees to review that impact of schedule changes to the RC's hours if the RC requests it.

Supervisors and members of the milieu team will communicate to staff, at the start of their shift, all urgent matters (urgent matters is defined as: anything that impacts your shift) to staff at the start of their shift.

ARTICLE 14 OVERTIME

All regular Residential Counselors covered under this Agreement will receive payment at the rate of 1.5 times their hourly rate for each hour worked more than forty (40) hours in one (1) week and any shift that a RC is mandated to work over eighteen (18) hours. Quarter hours will be used to aggregate and record overtime work for which compensation is due to the Residential Counselor. The Employer will provide a copy of the Residential Counselor's OT records upon request: not to exceed four (4) times a year, unless directly related to a specific grievance.

Normally a Residential Counselor will not be required (mandated) to work more than sixty hours (60) in a one-week period within the Agency, or more than two consecutive shifts. In the event of an

emergency (weather emergency, emergent school closing etc.) an RC may be required to work more than two consecutive shifts. This decision will be made in conjunction with the RC as well as the Administrator on Call, and every effort will be made to relieve the RC as soon as possible. However, if a RC volunteers to pick up extra shifts during the week, it is possible that the total number of hours worked in a one week period may exceed the sixty (60) hour maximum. It is the intent of Management not to schedule and/or require staff to work beyond sixteen (16) hours at one time, however, should this occur, Management will strive to allow at least eight (8) hours between shifts whenever possible. Exceptions will be discussed beforehand or as soon as possible.

Management reserves the right to deduct wages proportionately for lateness and absence and to determine whether or not the lateness or unauthorized absence is excusable.

All Residential Counselors shall have access to available overtime hours on an equitable basis. Residential Counselors may volunteer to place their names on a list with Management for dates and shifts they are available to work.

Management agrees to seek volunteer to cover shifts left vacant. Should no on-site volunteer's be found Management will seek to cover vacant hours in the following order: (1) A Residential Counselor that will not be placed in OT when taking the shift (2) A Residential Counselor transferred from another site where the ratio supporting moving the staff, (3) A list of RC willing to take additional shifts not resulting in OT (NCYF will apply a rotation principle to ensure equal and fair access to additional shifts), (4) Relief employees, AND (5) Relief Agency. In addition to Managements maintaining a relief list (posted at all sites) Management agrees to institute a computerized on-call system available to all sites that will allow Residential Counselors to sign up for open shifts throughout the program.

If hours still remain vacant, Management can mandate an on-site Residential Counselor to cover those hours as a last resort. Prior to an employee being mandated to work an additional shift the Employer will apply the program staffing procedure, which will be posted along with the considerations listed.

Any decision by Management to mandate a staff member to remain at work due to lack of coverage and/or Management's inability to reschedule a Residential Counselor's shift due to his/her prior work hours, is not subject to the grievance/arbitration procedure.

**ARTICLE 15
PAY PERIOD**

Direct Deposit is mandatory for all staff. Effective 1/1/12, all Residential Counselors will be paid every other week through direct deposit normally by Friday morning. Should a payday fall on a holiday, the Residential Counselor will be paid the preceding business day.

**ARTICLE 16
MEETING PAY/TRAVEL REIMBURSEMENT**

Mandatory attendance as determined by Management to attend any committee or required meetings will be paid time. Time and mileage associated with attendance at mandatory meetings will be provided according to the following formula: A Residential Counselor will be reimbursed for mileage in accordance with the Agency rate \$0.45 for miles driven from their normal work site to the mandatory meeting, when using their own vehicle. Travel reimbursement will be timely and paid within two weeks of submission.

Subject to operational needs, Staff will have access to Program Vehicles in order to attend Agency trainings and/or mandatory meetings not held at the Employee's normal work site.

Unless it is an emergency situation, or when the Program Vehicles are unavailable, all employees must receive approval in advance for any use of their personal vehicles for agency work. Staff are strongly encouraged to car pool. Management retains sole discretion to approve or deny mileage reimbursement. Management agrees to not deny mileage reimbursement in an arbitrary manner.

Failure to request mileage reimbursement within 30 days of occurrence will waive the bargaining unit member's right to reimbursement.

Mileage reimbursements forms are available on site and are to be sent via inter office mail to the fiscal department.

ARTICLE 17 STAFF MEETINGS

Residential Counselors covered under this Agreement will, at a minimum, participate in the following meetings:

- a. Staff meetings will normally be held on a regularly scheduled basis. Residential Counselors are required to attend. The Program Manager and/or designee will act as facilitator and will prepare meeting agendas with the input and recommendations of residential counselors. A written agenda will normally be made available in advance of the meeting.
- b. Supervision: Supervision time will be part of the weekly schedule and available as needed at least weekly.
- c. Staff trainings: Staff are required to attend mandatory staff trainings, which may differ for individual staff, depending on such factors as date of hire and previous training participation. Staff trainings and staff meetings will both be regularly and independently scheduled.
- d. Other meetings as required by Management.

The composition and type of meetings are subject to change at the discretion of the Director of Residential Services.

All required meetings are part of a Residential Counselor's regularly scheduled work hours. In the event that a meeting needs to be cancelled, Residential Counselors will normally be notified in advance. If a staff meeting is cancelled with less than 24 hours notice, the Residential Counselors who arrive to attend it will be paid for the time.

If a meeting is cancelled or not scheduled for reasons that are beyond the control of staff, and the staff has not made up their forty (40) hours for the week, management will provide an option for staff to make up the staff meeting hours. If there is no opportunity to make up the hours, then management will pay the two hours time to staff. Directors and

Supervisors will schedule make up hours based on operational needs, and mutual agreement.

Overnight staff that worked the night before staff meeting will have the option to meet with supervisors and the program director starting at 10 am to discuss urgent issues, issues that pertain specifically to overnight staff, and client issues that need feedback. They will be able to leave once these issues have been discussed, provided they give notice to their Directors ahead of time. Exceptions to this include ‘all staff’ meetings, mandatory trainings, or staff meetings in which critical incidents will be debriefed. RC’s may make up the hours lost with their program director or use benefitted time.

A written agenda will normally be made available in advance to the meeting. It is the intent of Management that meeting notes will be taken at each meeting. Meeting notes, (if available), will be placed in the staff office for review. When no meeting occurs Management will post a notice to that affect.

ARTICLE 18 STAFF/CLIENT RATIOS (WORKLOADS)

Staff:Client ratios will be adequate to ensure the safety and security of clients and staff. The staff/client ratios will be maintained in accordance with DEEC regulations. The proposed change to the Staff:Client ratio will go into effect in accordance with the changes to the ratio identified in the RFR. Management will attempt to slowly transition into the change in ratio in an effort to avoid layoffs from occurring. Ratios will be determined in accordance with program specifics and in compliance with the Commonwealth’s regulations.

Staff:Client ratio will be in accordance with licensing requirements and is to be based on the house and not the site location. Each house stands alone for its’ own ratio.

- Staffing ratios will include Shift Managers.
- Clinicians, Nurses, Assistant Program Managers, Program Managers, or any other CPI trained staff may be included in the staffing ratios if available to assist.

ARTICLE 19
HEALTH AND SAFETY

The Agency agrees to comply with appropriate federal and state statutes protecting the health and safety of both the clients and staff.

All program vehicles are equipped with a binder that includes a cell phone, gas card, cell charger, and van logs for staff's use while performing their duties. Staff must adhere to the agencies driving policy regarding cell phone use, while in agency vehicles, or transporting clients.

ARTICLE 20
ORIENTATION TRAINING

Regular full-time and part-time and relief Residential Counselors will receive the following training and orientation:

- a. Training manual and job description;
- b. Attend a week of formal orientation training, which will include:
 - 1. Program goals and philosophy;
 - 2. Intervention strategies;
 - 3. Holds/humane restraint training: demonstration during orientation training and hands-on practice prior to working on line;
 - 4. Overview of day-to-day procedures and routines
 - 5. Overview of emergency procedures;
 - 6. General presentation of clients;
 - 7. Client rights;
 - 8. Child abuse policy and mandated reporting law;
 - 9. Log writing and incident reporting;
 - 10. Van Driving Test
 - 11. Med training
 - 12. Behavior Management
 - 13. HIPPA training
- c. Spend a total of two to four (2-4) hours observation time on-line divided among work sites being trained for, with the exception of

individuals who have satisfied this requirement through prior work experience within the program.

d. A Representative from UAW will be invited to attend all Residential Orientation days where full time or part time staff are scheduled to attend, and will be afforded up to thirty (30) minutes to meet with new staff. The schedule will be provided quarterly by the Director of Residential Services or their designee.

ARTICLE 21 FINGERPRINTING

NCYF's initial offer of employment is conditional and based, in part, on acceptable results of a fingerprint-based check of state and national criminal history databases. A Residential Counselor must submit to fingerprinting within 21 days of the date on the EEC letter. NCYF will comply with state law and fingerprint existing employees every three (3) years. NCYF agrees to reimburse the Residential Counselor the cost of the fingerprinting service once the original receipt from the fingerprinting scan appointment and a completed/signed PRF is submitted to Human Resources within two (2) weeks of the date the employee was fingerprinted. Time and mileage should be reported on appropriate vouchers in-order to be compensated.

ARTICLE 22 BRC/RMV/CORI REFERENCE REQUIREMENTS

a. Regular Full time and Part time Residential Counselors must have a satisfactory (criminal records check) CORI completed and Background record Checks (BRC) completed and maintain a satisfactory status at all times. A CORI & BRC checks will be performed at the time of hire and every other year thereafter. Staff are required to inform Management immediately (within 24 hours of the RC's next scheduled shift) of any changes affecting their CORI and/or BRC record.

b. Regular Full time and Part time Residential Counselors must have satisfactory employment references on file;

c. Regular Full time and Part time Residential Counselors must provide Management with a valid driver's license from the State of Massachusetts, along with an acceptable driving record. Driving responsibilities and a valid driver's license are required as an essential function of the residential counselor's job. An RMV check will be performed at the time of hire and every other year thereafter. Staff are required to inform Management immediately of any changes affecting their RMV record.

Whenever operationally reasonable, line staff will participate in orientation training of new hires.

d. **7D License:** All Residential Counselors must secure their 7D license within three (3) months from date of hire and maintain their license thereafter. Management agrees to reimburse the Employee for the cost of the license upon the employee completing the request for reimbursement and proper documentation to the program no later than thirty (30) days following the employee securing same. Failure to request reimbursement within thirty (30) days will result in the employee waiving his/her right to reimbursement.

Management agrees to meet with the Union to discuss any employee that they are considering offering an extension to in order for the employee to secure his/her 7D license. However, Management reserves sole discretion as to whether or not an extension will be allowed.

ARTICLE 23 GPS SYSTEM

GPS equipment will be included in all agency vehicles. This system is being installed to ensure the safety and well-being of all staff, clients and agency property. All agency vehicles that have GPS tracking will have a sign that is easy to read for drivers as a reminder and notice. The agency will review printouts with staff at staff meeting at least once per month to provide staff with a more universal perspective on the tracking and monitoring.

**ARTICLE 24
WIFI ACCESS**

NCYF agrees to provide access to free WiFi services only. Access will be password protected, and all UAW staff will have access to the password for approved use only.

NCYF is not responsible for devices maintenance or for control over speed of access and services. All content of material accessed by WiFi must meet guidelines of all NCYF policies and procedures including but not limited to Boundaries Procedure, Rules of Conduct Procedure, and Supervision of Clients procedure. At no time will staff provide the password or account access to clients or anyone who is not an employee of NCYF.

**ARTICLE 25
REQUIRED TRAININGS, PROFESSIONAL GROWTH AND
DEVELOPMENT**

All staff must successfully complete mandatory and agency required training, including but not limited to:

- Blood-borne pathogens
- Crisis prevention training
- CPR/first aid
- Other training as required by Management and licensing
- Medication certification

It is the intent of Management to make every effort to provide training prior to working on shift. New hires will normally be assigned to shift with trained staff during their first thirty (30) days of work in addition to their orientation training.

ARTICLE 26
MAP-MEDICAL ADMINISTRATION PROCEDURE

MAP: Residential Counselors will obtain MAP certification within 60 days of date of completed MAP training (provided by the NCYF). Exceptions to this deadline are acceptable if extending circumstances arise through no fault of the RC's. RC's must maintain certification for the duration of their employment as an RC. MAP certification is a condition of employment. Time and mileage should be reported on appropriate vouchers in-order to be compensated.

ARTICLE 27
JOB DESCRIPTION

All job descriptions will reflect a basic summary of duties and job responsibilities required of the position. Each Residential Counselor will receive a job description at the time of hiring. Job descriptions may be revised as needed based on operational needs as determined by Management. Union participation or input will be considered when changes are made. When changes are made in the job description, Residential Counselors will be notified in a timely fashion and any necessary training will be provided. Any such changes shall not be made for arbitrary, capricious or discriminatory reasons.

ARTICLE 28
LEAD RESIDENTAIL COUNSELOR

A Lead Residential Counselor is defined as the RC on shift who holds the responsibility of carrying out the details of the shift planning sheet, and communication and reporting to the Program Director or designee. Lead Residential Counselors will be paid \$1 per hour in addition to their hourly rate, for the hours they are used as a Lead counselor on shift. Lead Counselors will be chosen at the start of the shift in the physical absence of a Residential Supervisor, by the Program Director or designee. They will indicate on schedule and in shift log (blue book) and track in the note section on the computerized time system, hours they acted as a Lead Residential Counselor. Lead Counselors will assume all duties designated to them by the Program Director or designee with the

exception of discipline in regards to other RC's.

ARTICLE 29 PROBATIONARY PERIOD / EVALUATIONS

The probationary period for new staff will be three (3) months. Residential Counselors will become eligible for health insurance and related fringe benefits the first of the month following thirty (30) calendar days from the date of hire. Residential Counselors are eligible to use sick time off as it accrues, subject to the Residential Counselor's compliance with the program's call in procedure which will be posted at all agency sites.

Vacation time begins to accrue at the date of hire, but cannot be used until completion of ninety (90) days, unless prior arrangements were made in writing and signed by Director of Residential Services or their designee.

All newly hired Residential Counselors are required to demonstrate their best professional behavior immediately upon acceptance of employment and can be assured of the program's intent and commitment of support towards the individual's attainment of full employment status. The program will provide supervision to all Residential Counselors with the goal of providing support and feedback towards professional development as well as addressing corrective or disciplinary matters as needed. Active participation in supervision is an important job responsibility of each Residential Counselor.

Residential Counselors successfully completing their probationary period will receive a written review of job performance to be completed by their supervisor at the completion of the three (3)-month period. A mid-probationary evaluation review may be available at the sole discretion of Management.

Probationary Residential Counselors have access only to the first three steps of the grievance process; accordingly, these Residential Counselors do not have access to the arbitration procedure.

EVALUATIONS: Performance evaluations will normally take place between the Residential Counselor's 8th week to 12th week of employment, but no later than the 16th week (except for unforeseeable circumstances) and thereafter, annually. Evaluations will be in writing by the Residential Counselor's supervisor, with the availability for the Residential Counselor to comment on same.

ARTICLE 30 DISCIPLINE AND DISCHARGE

A Residential Counselor will be subject to discipline or discharge for just cause in accordance with the Agency policies and procedures. All written disciplinary actions will be provided to the Residential Counselor and to the Union within a reasonable period of time normally not to exceed three (3) business days.

ARTICLE 31 PERSONNEL FILES

Personnel files will be maintained in accordance with M.G.L. ch. 149 Section 52(c) and will normally include the Residential Counselor's application, references, medical and personal information, evaluations, disciplinary actions, and other information related to the Residential Counselor's employment. Notice will normally be provided to the Residential Counselor of any documents* added to his/her file (*exclusive of documents previously provided to the Residential Counselor and/or submitted at the Residential Counselor's direction) within a week of placing the document in his/her file.

Any Residential Counselor aggrieved of a disciplinary action and/or evaluation may submit a rebuttal to be placed in his/her file. If after one year following a disciplinary action an employee has no further disciplinary action taken, the employee's letter of discipline will be sealed and only used under the following circumstances:

- 1) In response to a subpoena;
- 2) In response to a discovery request;
- 3) For NCYF to defend itself in litigation;

If after three years following a disciplinary action an employee has no further disciplinary action taken, the employee's written warning will be sealed from being used to support a pattern situation.

Residential Counselors have access to their personnel file with proper notice to the Human Resources Department. A copy of all or part of a Residential Counselor's personnel file is available for the Residential Counselor or his/her Representative at a cost of \$0.25 a page after the first ten (10) pages.

ARTICLE 32 PERSONAL WORK

No Residential Counselor will be required to perform personal services solely for the personal benefit of his/her supervisor or any other Residential Counselor.

ARTICLE 33 SEXUAL AND OTHER UNLAWFUL HARASSMENT

The Agency recognizes that all Residential Counselors have the right to work in an environment free from all forms of discrimination and harassment, including, but not limited to, harassment based on race, color, religious creed, national origin, ancestry, sexual orientation, size and genetics.

Harassment and discrimination create an intimidating, hostile and offensive work environment and will not be tolerated. Such behavior may result in disciplinary action up to and including termination.

Definition of Sexual Harassment: Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. Sexual harassment is defined as unwelcome advances (either verbal or physical), requests for favors and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is either an explicit or implicit term or condition of employment; or
2. Submission to or rejection of the conduct is used as a basis for making employment decisions; or

3. The conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include but are not limited to repeated sexual flirtation, advances, propositions, abusive behavior of a sexual nature, comments about an individual's body, use of sexual words to describe an individual and the display in the workplace of sexually suggestive objects or pictures.

Complaint Procedure: Each Residential Counselor must keep the workplace free of personal harassment. If a Residential Counselor is being harassed, (s)he should tell the harasser to stop and that his/her advances, comments or gestures are unwelcome and offensive. If the conduct does not stop, the Residential Counselor should:

1. Report the complaint to the supervisor. If the supervisor is involved or the Residential Counselor is uncomfortable discussing the complaint with the supervisor for any reason, the Residential Counselor may bypass the supervisor and report the incident to the HR department. The Residential Counselor will be asked to complete a complaint form describing the situation.
2. To the extent possible, the alleged incident will be investigated promptly and thoroughly to Management's best ability.
3. Upon completion of the investigation, a determination will be made by Management regarding resolution of the case. The Residential Counselor will be informed as to the results of the investigation.
4. If the investigation substantiates the complaint, the Agency will take action to correct the situation, including where appropriate, disciplinary action up to and including termination.

Confidentiality: Management will endeavor to maintain confidentiality during the reporting and investigations of sexual or other harassment complaints. In order to conduct a thorough investigation, however, disclosures of information may be necessary.

Non-retaliation: The Agency prohibits retaliation against Residential

Counselors who bring sexual or other harassment complaints or who assist in the investigation of such complaints. Experiencing adverse conditions/terms of employment, discrimination or discharge as a result of bringing a complaint to the attention of management or assisting in an investigation will not be condoned. All Residential Counselors are encouraged to assist the Agency in maintaining an environment that is free of harassment.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC is 300 days, MCAD is 300 days).

1. The United States Equal Employment Opportunity Commission (EEOC)

1 Congress Street, 10th Floor
Boston, MA 02114
(617) 565-3200

2. The Massachusetts Commission Against Discrimination (MCAD)

Boston Office:

One Ashburton Place, Rm 601
Boston, MA 02108
(617) 727-3990

Springfield Office:

436 Dwight Street, Rm 220
Springfield, MA 01103
(413) 739-2145

ARTICLE 34 SENIORITY

Unless otherwise stipulated in this Agreement, agency seniority is defined as the length of continuous employment from a date of hire.

UAW seniority is defined as the length of time an employee is a part of the bargaining unit. If an employee is laid off, and returns within twelve (12) months as a UAW member, agency and UAW seniority will be reinstated. If an employee leaves voluntarily and returns within three (3) months as a UAW member, both agency and UAW seniority will be reinstated. If an employee leaves voluntarily and returns within twelve (12) months as a UAW member, then UAW seniority will be reinstated.

For the purpose of benefit time calculations all agency years' service will be considered. Union seniority will apply (some examples) vacation preference's, mandating and bidding on schedules.

A Residential Counselor, who initiates a transfer to another site, must remain at that site beyond 45 days in order for that staff person to regain their seniority back to their most recent date of hire. During the 45 day waiting period the Residential counselor will continue to accrue their seniority and have access to and accrual of their benefited time. Should Management, based on operational needs, transfer a Residential Counselor to another site, his/her seniority will continue to be from the Residential Counselor's most recent date of hire.

A Residential Counselor's seniority rights will cease and employment be terminated under any of the following conditions:

1. Residential Counselor terminates voluntarily, but returns after twelve (12) months of termination date. If they return and are re-hired before twelve (12) months have elapsed; an RC's UAW seniority will be reinstated.
2. Residential Counselor is terminated or discharged for just cause;
3. Residential Counselor is laid off and RC is not re-hired within twelve (12) months, if they are re-hired before twelve (12) months have passed, all agency and UAW seniority will be restored.

4. Residential Counselor fails to report back to work within seven (7) calendar days after accepting a recall. An extension of the deadline to report back will be granted if it can be satisfactorily shown to be necessary or beyond the control of the Residential Counselor.

ARTICLE 35 LAY-OFF

In the event of a lay-off, Management agrees to provide the Union notice in writing and to meet with the Union for their input regarding lay-off order. Management agrees to first offer a voluntary lay-off prior to determining lay-off order. The most senior Residential Counselors desiring lay-off will have the right to such lay-off.

After the opportunity for voluntary lay-off has been provided and Management determines affected site, affected classification(s), and gender balance, Residential Counselors will be laid off by the least senior RC.

In the event NCYF loses a Residential contract resulting in the closing of a house and/or site, Management agrees to apply the following layoff procedure:

4. Any staff with less than six (6) months seniority will be subject to being bumped by any affected staff with greater than six (6) months seniority.
5. All affected staff subject to a layoff as a result of NCYF losing a Residential contract may only bump into positions held by staff with less seniority.
6. All final decisions as to site and shift assignments will be subject to gender balance and operational needs.
7. Affected staff is defined as staff whose house and/or site was closed and/or impacted.

Management retains sole discretion on the order of lay-off as outlined above. This decision is not subject to the arbitration process.

ARTICLE 36 RECALL

In the event of a recall, Management will recall staff based on gender balance and seniority, in that order.

Residential Counselors on lay-off will be provided notice of available bargaining unit positions for one year, provided the RC keeps contact information updated with NCYF, or if the RC has declined to accept an offered position. If they choose to decline an offered position, they will no longer be provided notice.

Should a Residential Counselor fail to accept a recall to any shift, his/her recall rights will cease. Should a Residential Counselor fail to return to work on the date scheduled (after accepting a recall), he/she will be terminated and lose all rights to further recall notices.

Recall notice will be sent to the Residential Counselor's last known address as recorded in the personnel office. It is the Residential Counselor's responsibility to inform the Agency as to any change in address.

ARTICLE 37 HIRING, TRANSFERS, PROMOTIONS

All vacancies and newly created positions, as determined by Management, will be posted at all Agency sites. The Agency will adhere to all relevant affirmative action policies and compliance with the Immigration Reform and Control Act of 1986. Accordingly, as a condition of employment, each new Residential Counselor must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Management reserves the right to deny employment to relatives or significant others of persons already employed by NCYF when, in the opinion of Management, a conflict of interest exists. Similarly, management may transfer a Residential Counselor when, in the opinion of management, a conflict of interest exists. Should such a conflict occur that results in a transfer, the Union will be notified.

Residential Counselors choosing to transfer to another worksite will be

subject to a 45 working days waiting period prior to regaining their seniority rights back to their most recent date of hire. During the 45 working days waiting period the Residential counselor will continue to accrue their seniority and have access to and accrual of their benefited time. Residential Counselors transferred to another site at the request of Management will not be subject to any adjustment of their seniority rights. Transfers by Management will be based on operational needs, and will not be made in an arbitrary, capricious or discriminatory manner.

All hiring, promotion and transfer decisions are subject to the Residential Counselor being in good standing as defined by Management.

Management retains the sole discretion on all hiring, transfer and promotion decisions.

ARTICLE 38 RIGHTS OF PART-TIME RESIDENTIAL COUNSELORS

All regular part-time Residential Counselors, defined as working a minimum of twenty (20) hours, will receive pay and pro-rated benefits*, including access to insurance coverage. (*Benefits will be based on the number of hours the Residential Counselor was hired for or where a change of status has occurred, what the Residential Counselor is regularly scheduled to work.)

ARTICLE 39 JURY DUTY

Residential Counselors will be given time off for the full duration of the period during which they are serving jury duty. Residential Counselors must notify their supervisor in advance of absence due to jury duty. Residential Counselors on jury duty will be paid the difference between their base rate of pay and the amount reimbursed to them for serving jury duty for no greater than three (3) days per year.

COURT APPEARANCES: If a Residential Counselor receives a subpoena to appear in court on behalf of the Employer, the Residential Counselor will be compensated for the actual time spent in court.

ARTICLE 40 VOTING

Should an employee be mandated to work from 7 a.m. to 7 p.m. on a state and/or national Election Day, subject to operational needs, the employee will be given the opportunity to take up to two (2) hours off (unpaid) in order to vote.

ARTICLE 41 MILITARY LEAVE

If a Residential Counselor is called or recalled for active duty, the Agency grants an official leave of absence without pay. Re-employment rights correspond with those provided for in federal/state laws.

Those Residential Counselors who are members of Armed Forces Reserve and National Guard units will be paid the difference between their military pay and their regular Northeast Center for Youth and Families, Inc. pay during an absence for a single period up to fourteen (14) consecutive days for active duty in each calendar year.

To be eligible for payment under this section, the Residential Counselor must notify his/her supervisor promptly after receipt of his/her orders to military training duty and must furnish a written statement from his/her commanding officer showing the dates of such duty and the amount of total compensation received.

SERVICEMEMBER FAMILY LEAVE.—Subject to section 103, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be eligible for a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

Subject to subsection (e) (3) and section 103(f), leave under subsection (a) (1) (E) may be taken intermittently or on a reduced leave schedule.

ARTICLE 42
BEREAVEMENT LEAVE

Section 1: In the event of a death in a Residential Counselor’s family, the following work - days off, with pay, shall prevail for all Residential Counselors:

Family Members	No. of Days
Spouse	3
Parent	3
Foster Parent	3
Child	3
Stepchild	3
Foster Child	3
Brother/Sister	3

Family Members	No. of Days
Stepparent	3
Stepbrother/sister	3
Grandparent/child	3
Mother/Father-in-Law	3
Significant Other (as defined in Art.44)	3
Any other family member	1

Section 2: An additional two (2) days may be allowed at the discretion of the Director of Residential Services or his/her designee.

Section 3: It is understood in all cases the date of notification of a death of a family member shall not be counted as part of bereavement leave, if the Residential Counselor is notified at work.

Section 4: Residential Counselors seeking to claim a significant other must have his/her name on file with the HR Department at least three (3) months prior to requesting the time off or in the alternative the employee must provide proof the relationship existed for at least the last three (3) months.

Section 5: The Residential Counselor may be required to furnish proof of death if the employer determines the same is necessary.

Section 6: A day’s pay under this provision shall be the Residential

Counselor's regular straight time rate of pay times the number of hours for which the Residential Counselor has been scheduled.

Section 7: If a death in a Residential Counselor's family occurs prior to a scheduled vacation, the Residential Counselor may reschedule the vacation.

**ARTICLE 43
WEATHER DAYS**

Management retains sole discretion to define what is considered a weather day/emergency. If the Executive Director and/or his/her designee determine there is a weather emergency, employees unable to work their scheduled shift may be eligible to receive payment for that shift with the approval of their Program Director. Employees will not be denied coverage in an arbitrary, capricious or discriminatory manner.

An employee working during a weather emergency, he/she will receive time and one half for hours worked over sixteen (16) hours.

**ARTICLE 44
PARENTAL AND DEPENDENT CARE LEAVE**

The Agency offers Parental and Dependent Care Leave to regular full-time and regular part-time Residential Counselors (who work 20 hours/week minimum). This benefit applies equally to male or female Residential Counselors, to heterosexual or same sex couples, married or unmarried. Residential Counselors, who are unmarried, must provide the name of their significant other with the Human Resources Department three (3) months prior to request for this Leave.

This Leave is fully in compliance with and allows for certain provisions that may exceed the minimum requirements of the M.G.L. Ch. 149 Section 105D and the Federal Family and Medical Leave Act.

Parental Leave

A Residential Counselor with less than one year of consecutive service and who has successfully completed the probationary period is eligible for the following:

- Eight (8) weeks (or 320 hours) of unpaid leave, commencing upon the birth or legal adoption of a child.
- Use of any accrued vacation, personal, or sick time (if applicable) may be used during the unpaid leave.

Use of any accrued vacation, personal, or sick time (if applicable) may be used during the unpaid leave.

Dependent Care Leave

A Residential Counselor with at least one year of consecutive service is eligible for the following Dependent Care Leave:

- “Dependent” is defined as an individual who relied on the Residential Counselor for primary care;
- Six (6) months (or 26 weeks) unpaid leave for a dependent of any age;
- Use of any accrued vacation, personal, personal, or sick time (if applicable) may be used during the unpaid leave.

Application Requirements for Parental and Dependent Care Leave

1. Notice:

The Residential Counselor must give at least 30 days advance notice, in writing, of his/her request for Parental or Dependent Care Leave, whenever the leave is foreseeable. The written request must state the expected departure and return dates, and his/her intention to return to the job at the conclusion of the leave. All notices and requests for leave, and reasons for the leave are to be directed to the Human Resources Department. The Human Resources Department will provide to the Residential Counselor a written notice detailing the responsibilities and expectations surrounding the type of leave for both the Residential Counselor and the Agency.

2. Benefits:

- A Residential Counselor on a paid leave of absence for Parental or Dependent Care Leave will continue to receive the same level of benefits provided to her/him on the day prior to the date the leave commenced.
- A Residential Counselor on an unpaid leave of absence for Parental

or Dependent Care Leave is eligible to continue to receive any health, dental, life and disability insurance that existed on the day prior to the date the leave commenced at his/her own cost under COBRA.

- A Residential Counselor granted Parental or Dependent Care Leave may be eligible for up to twelve (12) weeks of continued health insurance coverage at the level that the Residential Counselor received prior to the commencement of the leave. This benefit is contingent upon the Residential Counselor returning to work at the completion of the leave and that the Residential Counselor was covered by NCYF health insurance plan on the day prior to the date the leave commenced.

3. Return to Work:

A Residential Counselor will be required to present a “Fitness for Duty” certification to be restored to employment when the purpose of the leave is for giving birth to a child.

**ARTICLE 45
SICK DAYS**

Residential Counselors are eligible for ten (10) paid sick days (equal to 100 hours per year). Residential Counselors are eligible to access sick time equal to the hours the employee was scheduled for that shift. All bargaining unit member’s sick bank will identify 100 hours of sick time. The 100 hours of sick time, while up-fronted for bargaining unit members will be earned on a pro-rated basis (i.e. based on part time vs. full time status) and apportioned over the fiscal year. Therefore, any bargaining unit member accessing unearned sick time agrees to reimburse NCYF, Inc. (or make arrangements for reimbursement) prior to their leaving their employment with NCYF, Inc. Sick time may be carried over from one fiscal year into the other. There is no cap for the sick time bank.

The Residential Counselor must call in sick to the Program Manager or their designee; if after office hours or on a weekend, to the Residential Supervisor on duty at the scheduled work site not less than six (6) hours prior to scheduled shift, exclusive of emergency situations. If a RC calls in, management cannot force them to come in, but offer to schedule them

for a later time or date to fill scheduled vacancies. Notice shall be given in accordance with the residential program's call-in procedure which will be posted at agency sites.

Sick time may be used for a bona fide illness for the Residential Counselor or his/her dependent family member with reasonable notice to the program and in accordance with the residential call-in procedure. If an Residential Counselor has no accumulated sick time and needs to be out of work because of illness, they may choose with approval, to use other paid time if available (e.g. vacation & personal time) or to not be paid for the additional sick time.

At no time may any of the leaves provided for under this CBA exceed 6 months. After three consecutive sick days, FMLA will run concurrent with this time out for all eligible Residential Counselors.

ARTICLE 46

FMLA – FAMILY MEDICAL LEAVE ACT

Subject to the terms and conditions set forth under the Family Medical Leave Act of 1993 an eligible employee will be granted up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- or to take medical leave when the employee is unable to work because of a serious health condition.

A RC eligible for FMLA will continue to receive the same level of benefits provided to him/her on the day prior to the date the leave commenced. This benefit is contingent upon the RC continuing to pay their co-pays and returning to work at the completion of the leave. All staff returning from a leave under FMLA (involving an employee's medical condition) must provide Management with a fitness for duty release prior to being scheduled.

Any staff placed on FMLA by the Employer and a request for fitness for duty is made, Article 2 will apply.

ARTICLE 47

MASSACHUSETTS DOMESTIC VIOLENCE BILL-LEAVE

In accordance with MGL ch 149 sec 52E, the MA Domestic Violence Bill, NCYF is providing up to fifteen (15) days leave in a twelve (12) month period to an employee if either the employee or a family member is a victim of domestic violence. Information regarding the details of accessing leave, documentation, and job restoration are outlined in the NCYF domestic violence and abusive behavior leave policy, to be reviewed with staff on an annual basis or as needed.

ARTICLE 48

HOLIDAYS

Residential Counselors are eligible for twelve (12) paid holidays per year as follows:

1. New Year's Day*
2. Martin Luther King's Birthday
3. Presidents Day
4. Patriots Day
5. Memorial Day
6. Independence Day*
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day*
11. Day after Thanksgiving
12. Christmas*

Residential Counselors who work on a holiday (not designated by an asterisk) will receive their normal rate of pay and will be paid 8 hours of holiday time.

Those Residential Counselors who work on a holiday designated with an asterisk will be paid time-and-a-half for hours worked and will be paid 8

hours of holiday pay.

Residential Counselors must be actively employed in order to receive holiday pay. (Residential Counselors out on worker’s compensation, sick leave, or any other leave are not eligible for holiday pay.)

**ARTICLE 49
VACATION**

Vacation time for part-time Residential Counselors will be pro-rated accordingly. Vacation accrual will be based on the Residential Counselors date of hire.

Vacation accrual for Residential Counselors:

HIRED PRIOR TO 7/1/06*

Year 1:.....	120 Hours (3 weeks)
Year 2-3:.....	160 Hours (4 weeks)
Year 4-5:.....	200 Hours (5 weeks)
Year 6 and up:.....	240 Hours (6 weeks)

HIRED AFTER 7/1/06 BUT BEFORE 7/1/08*

Year 1:.....	100 Hours (2.5 weeks)
Year 2-4:.....	140 Hours (3.5 weeks)
Year 5-10:.....	200 Hours (5 weeks)
Year 11-15+:.....	240 Hours (6 weeks)

HIRED AFTER 7/1/08

Year 1:.....	80 Hours (2 weeks)
Year 2-4:.....	120 Hours (3 weeks)
Year 5-10:.....	160 Hours (4 weeks)
Year 11-15+:.....	200 Hours (5 weeks)

Vacation requests must be made on-line and minimally two weeks in advance of the time off requested. It is the RC’s responsibility to get their requests submitted within the timeframe allowed.

Residential Counselors will have access to vacation time on an Emergency basis so long as time off is requested and approved by the Residential Counselors Manager or his/ or her designee. This approval

will not be denied in an arbitrary or capricious manner.

Requests are granted upon approval of the supervisor and subject to operational needs. Denial of time off will not be made capriciously and will normally be granted whenever the two - week notice is given and operational needs allow.

Every effort will be made to accommodate all vacation and time off requests, but approval is not guaranteed. However, in the event of a conflict, requests for time off will be made on a first come, first serve basis. In the event two Residential Counselor's request the same time off at the same time, seniority will be the determining factor once operational needs are considered.

Email confirmation or denial of vacation requests will be provided to the Residential Counselor within seven (7) calendar days.

After the successful completion of probationary period all Residential Counselors may carryover up to eighty (80) hours of vacation time.

Residential Counselors will have access to their paid time accruals on an on-going basis via the internet.

ARTICLE 50 PERSONAL DAYS

Residential Counselors will have access up to two (2) personal days (equivalent up to 18 hours) subject to operational needs. Normally the RC will provide at least forty-eight (48) hours of notice and secure their supervisor's approval. The forty-eight (48) hours of notice may be waived for an emergency. Notice will be given as soon as possible to the supervisor at the program the RC is scheduled to work, that they need to access personal time. Unused time will not carry over.

ARTICLE 51
HEALTH INSURANCE/FRINGE BENEFITS

Residential Counselors will become eligible for Health Insurance and related fringe benefits the first of the month following thirty (30) calendar days from the date of hire. Failure to sign up for benefits within the eligibility period will result in the Residential Counselor forfeiting their enrollment until the next open enrollment period. A Residential Counselor who loses her/his health insurance from another source may, at any time during the year, enroll in a NCYF health insurance plan. An Employee choosing to be covered under the Agency's insurance plan will be subject to the following co-pays:

Health Insurance: Employer: 60%
 Employee: 40%

80% of Deductible* for an In –Patient Visit (up to \$800.00)
80% of Deductible* for and Out Patient Visit (up to \$400.00)

*Failure to request reimbursement for a deductible within thirty (30) days of occurrence will waive the bargaining unit member's right to reimbursement.

Employer will reimburse the Residential Counselor 80% of the deductible paid by the Residential Counselor upon proof of payment.

Dental Insurance: Employee: 100%

Eligible Residential Counselors have access to the following benefits:

- Group Term Life Insurance: Employer provides the employee with the basic plan (1 year salary capped at \$50,000) however the employee can purchase additional coverage for themselves and other qualified family members.
- AAA Membership: The Employer provides coverage for eligible employees however, the employee can purchase additional coverage at a discounted rate for qualified family members
- Flexible Spending: Eligible employees may contribute under this plan in accordance with the plan document. The plan allows eligible

Residential Counselors to select one or more non-taxable benefits according to Section 125 of the IRS Code.

- Disability Insurance: Eligible employees have access to both short term and long term disability at no cost to the employee.
- Medical/Dependent Care Reimbursement: Eligible employees have access to pre-tax dollars for qualified medical and dependent care coverage up to a maximum of \$3,000.00 per year.
- 403(b) Tax Sheltered Accounts

This describes the current system of fringe benefits but is subject to change with notice. The cost of required deductions and choice/cost of health, dental, life, disability, or other insurance may change from year to year. Management will notify the Union when changes in benefit coverage, costs or availability are contemplated or pending. It is agreed that the parties will meet to bargain about the impact if any, of the contemplated changes as early as April. Due to the mutual concerns and mutual need to finalize and accomplish any such contemplated changes normally in a limited period of time, any such meetings will not exceed six (6) meetings within a maximum of sixty (60) day limited time period.

ARTICLE 52 RETIREMENT

Beginning on 12/1/15 the agency will match an employee's contribution towards retirement after (1) one year service, NCYF will make an employer matching contribution equal to 50% of your salary deferrals that do not exceed 4% of your compensation.

Examples:

1) For an eligible employee earning \$28,000.00 per year who contributes 4% of their salary, or \$1,120.00 to 401K, they will receive an employer match of 50% of that contribution, or \$560.00 from NCYF (this is the maximum employer contribution).

2) For an eligible employee earning \$28,000.00 per year who contributes 1% of their salary, or \$280.00 to 401K, they will receive an employer match of 50% of that contribution, or \$140.00 from NCYF.

3) For an eligible employee earning \$28,000.00 per year who contributes 8% of their salary, or \$2,240.00 to 401K, they will receive an employer match in the amount of \$560.00. Note that the employer match is the same amount, as in example #2, due to the maximum employer contribution is equal to 50% of your salary deferral and will not exceed 4% of your compensation.

In addition to increasing the NCYF 401K contribution we are also providing an Auto Enrollment feature. In order to assist staff with their retirement planning Auto Enrollment will be one of the new benefits. Staff will be Auto Enrolled at time of hire at the rate of 2% of earnings. As always existing staff not already participating will be provided the opportunity to enroll at any time. Existing staff not already participating will be Auto Enrolled at the rate of 2% at the time of plan conversion. Staff will be provided opportunities to dis-enroll. As always staff will have the ability to increase or decrease their payroll deduction amount.

**ARTICLE 53
TUITION REIMBURSEMENT**

All Residential Counselors will have access to the Agency’s Tuition Reimbursement Program, and it will be posted at all sites, subject to the terms and conditions set forth by the Agency.

**ARTICLE 54
SHORT TERM DISABILITY**

All Residential Counselors will have access to the Agency’s Short Term Disability Plan, subject to the terms and conditions set forth by the Agency.

This benefit will be made available to staff at no cost.

**ARTICLE 55
LONG TERM DISABILITY**

All Residential Counselors will have access to the Agency’s Long Term Disability Plan, subject to the terms and conditions set forth by the Agency. This benefit will be made available to staff at no cost.

ARTICLE 56
LIFE INSURANCE

All Residential Counselors will have access to the Agency's Life Insurance Plan, subject to the terms and conditions set forth by the Agency. This benefit will be made available to staff at no cost.

ARTICLE 57
WAGES

Starting wage is \$13.67.

If a RC has at least five (5) years service, hourly wages will be \$14.00/hour

If a RC has at least six (6) years service, hourly wages will be \$14.50/hour

- Wage increase of 2% to all UAW employees not getting the seniority bump of \$14 or \$14.50, all increases retroactive to July 1, 2015.
- July 1, 2016, 2.25% raise for all UAW employees, (excluding probationary employees).
- July 1, 2017, 2.25% raise for all UAW employees, (excluding probationary employees).
- NCYF will give a \$1.00 per hour weekend deferential for all Residential employees. (This would be given to any non-exempt employee working after midnight Fridays to 8 am Mondays). The shift differential will be given only on hours actually worked. A blended rate will be given for OT hours.

When NCYF requests that an experienced Residential Counselor is needed as a Lead Counselor, to help run the shift –due to no working Shift Manager, then the RC will be compensated an additional \$1 per hour, for every hour worked, as the Lead Residential Counselor.

****Holiday incentive pay is \$75 for:**

UAW RC's who are not normally scheduled to work on the Holiday and are willing to work the holiday shift in-order to allow the regularly scheduled UAW employee time off.

****New Years, **Memorial Day, **Independence Day, **Labor Day,**

****Thanksgiving, **Christmas**

\$50 signing bonus for all UAW employees upon ratification

During the term of this contract, Management agrees to provide to all eligible staff any state and/or federal wage enhancements dictated by the funding source and earmarked as such. Management agrees to meet with the UAW should the State of Massachusetts earmark funds increasing the Residential Counselor's wages and/or should Management determine money is available to increase Residential Counselor's wages.

ARTICLE 58 V-CAP

Upon receipt of a duly authorized and executed voluntary payroll deduction authorization form, the employer agrees to deduct per pay period voluntary designated political action committee contributions to the UAW V-Cap Fund, so long as the Fund maintains its status as a lawful political action committee. The employer shall not be obligated to make such deductions upon (a) receipt of a written revocation signed by the employee; (b) when the employee is on an unpaid leave of absence; or (c) the employee has terminated employment of left the bargaining unit. The employer agrees to remit such deductions no later than the end of the next calendar month to UAW V- Cap (Federal EIN 38-0679801), in care of Bank One Dept. 78232, Article 23, Voluntary Exchange, P.O. Box 7800, Detroit, MI 48278-0232. A list of all employees and the corresponding deductions shall be forwarded along with the deductions.

ARTICLE 59 LIABILITY INSURANCE

The Agency will maintain professional and general liability insurance for the agency. Coverage under these policies will be dictated by the policy language.

Residential Counselors will be informed as to the coverage provided. In the instance of losing or being unable to obtain liability insurance, Residential Counselors and the Union will be notified as soon as Management is given notice.

Residential Counselors are additionally insured for liabilities assumed when driving program vehicles. Regarding the use of a Residential Counselor's own car in the line of work, the Residential Counselor's own auto insurance must be drawn upon first to its limit; then subject to insurance company's approval the Agency's insurance may be drawn upon if the liabilities exceed the Residential Counselor's coverage. (Note: this describes the current insurance coverage and is subject to change with notice.) It is the responsibility of the Residential Counselor to seek recovery for damages arising out of the actions of clients.

ARTICLE 60 GENERAL LEAVE

All Residential Counselors are eligible for a maximum of six (6) months leave without pay (3) three years following the successful completion of the Residential Counselor's probationary period. If the leave is being requested in order to allow the Residential Counselor to pursue a course of education, the Residential Counselor is eligible for leave for a length of time equal to his/her enrollment and active participation in the educational program. A Residential Counselor will be able to return to the same or similar job without loss of employment benefits for which (s)he is eligible on the day that the leave terminates and seniority for which (s)he was entitled on the day that the leave commenced, so long as (s)he would be able to be in the same or similar position if (s)he had not been on leave. A Residential Counselor returning from leave will not suffer a reduction in hours of work, unless operational needs require it.

A Residential Counselor on unpaid leave does not accrue benefits but is eligible for group health and dental insurance coverage under COBRA. A Residential Counselor request for this type of unpaid leave must be in writing at least one month prior to taking the leave, and the request must state the beginning and the ending dates of the leave, and his/her intention of returning to the position upon completion of the leave. The use of this leave is subject to operational needs and must have the approval of the executive director.

No Residential Counselor is permitted to pyramid time off under this or any other applicable article in this contract. In addition, if FMLA qualified, the first 12 weeks of a Residential Counselor's leave will be pursuant to the FMLA.

ARTICLE 61 MEDICAL LEAVE

All Residential Counselors who have worked for the Agency for a minimum of twelve (12) months are eligible for maximum of six (6) months unpaid leave for sickness or injury as verified by a licensed physician.

Benefits during Medical Leave:

- A Residential Counselor on a paid leave of absence for Medical Leave will continue to receive the same level of benefits provided to her/him on the day prior to the date the leave commenced.
- A Residential Counselor on an unpaid leave of absence for Medical Leave is eligible to continue to receive any health, dental, life and disability insurance that existed on the day prior to the date the leave commenced at his/her own cost under COBRA.
- A Residential Counselor granted Medical Leave is eligible for up to twelve (12) weeks of continued health insurance coverage at the level that the Residential Counselor received prior to the commencement of the leave. This benefit is contingent upon the Residential Counselor returning to work at the completion of the leave and that the Residential Counselor was covered by NCYF health insurance plan on the day prior to the date the leave commenced.
- A Residential Counselor will be able to return to the same or similar job without loss of seniority for which s/he was eligible on the day that the leave commenced, or benefits for which they were eligible on the day that the leave terminates, so long as s/he would be able to be in the same or similar position if s/he had not been on the leave.

The Agency has the right to request additional medical documentation at any time to determine continued eligibility for Medical Leave. If such documentation is not provided, the employer has the right to terminate the Residential Counselor's Medical Leave and health insurance coverage.

No Residential Counselor is permitted to pyramid time off under this or any other applicable article in this contract. In addition, if FMLA qualified, the first 12 weeks of a Residential Counselor's leave will be pursuant to the FMLA.

All Residential Counselors on Leave must continue to make their co-pays to the Employer in a timely manner. Failure to make payments could jeopardize the employee's continuation on the health care plan. All Residential Counselors agree to reimburse the employer for any payments made on behalf of the employee in accordance with State and Federal Law.

ARTICLE 62 SMALL NECESSITIES ACT

Residential Counselors who have been employed by the Agency for at least twelve (12) months and have worked at least 1250 hours during the past twelve (12) months are eligible for this leave. The purposes for which the leave may be taken are as follows: The 24 hours of unpaid leave may be taken by an eligible Residential Counselor for any of the following purposes:

- (1) to participate in school activities directly related to the educational advancement of a son or a daughter of the Residential Counselor, such as parent-teacher conference or interviewing for a new school;
- (2) to accompany the son or daughter of the Residential Counselor to routine medical or dental appointments, such as check –ups or vaccinations;
- (3) to accompany an elderly relative of the Residential Counselors to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Eligible Residential Counselors will have access to accrued vacation or sick time when accessing this leave.

ARTICLE 63

51 A INVESTIGATION

Unsubstantiated Findings:

When Management determines it necessary to suspend a bargaining unit Residential Counselor during an investigation, that suspension will be without pay. Management agrees to perform their investigation in the most expeditious manner available. A Residential Counselor on said suspension will have access to their accrued vacation and personal time during this investigation. If at the completion of the investigation it is determined by Management that the allegation involving the Residential Counselor are found to be unsubstantiated all normally scheduled time lost (exclusive of overtime and work outside the residential program) will be reimbursed* to the Residential Counselor.

Substantiated Findings:

When Management determines it necessary to suspend a bargaining unit Residential Counselor during an investigation, that suspension will be without pay. Management agrees to perform their investigation in the most expeditious manner available. A Residential Counselor on said suspension will have access to their accrued vacation and personal time during this investigation. If at the completion of the investigation it is determined by Management that the allegation involving the Residential Counselor are found to be substantiated, Management at their sole discretion may:

- (1) Return the Residential Counselor to a Residential Counselor position within the agency along with appropriate disciplinary action taken. In addition, should the investigation involving substantiated allegations exceed three (3) days, Management will reimburse* the Residential Counselor all normally scheduled time lost (exclusive of overtime and work outside the residential program) after the third day of lost;
- (2) Terminate or discharge the Residential Counselor wherein no reimbursement for time lost will occur.

*Reimbursement of lost time is subject to the Residential Counselor fully cooperating during the investigation (i.e. making themselves available during the investigation, providing statements and names of other

witnesses and answering any and all questions asked) and the Residential Counselor returning to work.

Staff refusing assigned work during their suspension will not be reimbursed for any lost time unless Management determines the employee's refusal is for a bona fide reason.

ARTICLE 64 WORKER'S COMPENSATION

Any Residential Counselor determined injured on the job as defined under MGL ch. 152, will be compensated in accordance with applicable state law. In addition, the Employer will compensate employees during the initial waiting period, up to the first five days of loss of work. Any Residential Counselor remaining out of work for more than twenty-one (21) days must reimburse the Employer for any time paid by the Employer during the first five (5) days of lost time. Amount reimbursed to the Employer will be capped at the amount paid to the Residential Counselor by the workers' comp carrier.

When an eligible Residential Counselor is physically injured on the job, as determined by Massachusetts General Laws, Chapter 152, health insurance will be provided by the Agency, not to exceed six (6) months; such insurance coverage will be of the same type and at the same level (including co-payment) as when the injury occurred. All job related injuries must be reported to the Residential Counselor's supervisor as soon as possible and provide the supervisor with the necessary information on the alleged incident. Both parties agree to support a work hardening program structured to return the Residential Counselor back to his/her position as soon as practical. As part of this effort, the Residential Counselor agrees to furnish the Agency with any and all necessary medical information in an effort to return to work.

No Residential Counselor is permitted to pyramid time off under this or any other applicable article in this contract. In addition, if FMLA qualified, the first 12 weeks of a Residential Counselor's leave will be pursuant to the FMLA.

All Residential Counselors on Workers' Compensation must continue to make their co-pays to the Employer in a timely manner. Failure to make

payments could jeopardize the Employees' continuation on the health care plan. All Residential counselors agree to reimburse the Employer for any payments made on behalf of the Employee in accordance with State and Federal law.

ARTICLE 65 GRIEVANCE AND ARBITRATION

A grievance is defined as any dispute arising between the employer and a Residential Counselor involving the interpretation or application of this Agreement. Either party has access to the grievance and arbitration procedure. Should any matter be presented in the grievance procedure that could be combined into a multi- person and/or class action, the matter may be heard as a multi- person and/or class action if both parties mutually agree to same in writing. Both parties will have an opportunity to combine matters arising out of the same and/or similar incident(s) to be heard at the same time thereby resolving grievances in a more timely and efficient manner.

Step 1: A Residential Counselor's grievance will first be presented by the Residential Counselor involved and a Union representative to the Residential Counselor's Program Manager in writing within twenty (20) calendar days of the aggrieved action. All grievances shall be submitted in writing on a completed form and must contain the following information: a) name of the Residential Counselor involved, b) contract articles violated, c) description of the circumstances leading to the violation, d) the date(s) the violation took place, e) site/individuals involved, f) a docket number, g) remedy requested and, h) the date the grievance was filed.

Upon receipt of the grievance, the parties will schedule a meeting at the main office when the Residential Counselor is not scheduled to be on line, but no later than seven (7) days following the receipt of the grievance. A written response will be provided to the grievant and the Union within five (5) business days of the meeting.

Step 2: If the grievance is not settled at Step 1 to the satisfaction of the Residential Counselor, the grievance will be submitted to the Director of Residential Services or his/her designee in writing within five (5) business days of the receipt of the Step 1 response. The Director of

Residential Services or her/his designee will schedule a meeting (with the Residential Counselor and a Union Representative) at the main office within 7 calendar days of receipt of the step 1 appeal during a time when the Residential Counselor is not scheduled to be on line. The Director of Residential Services or her/his designee will answer the grievance in writing within five (5) business days after the meeting. A written response will be provided to the grievant and the Union within five (5) business days of the meeting.

Step 3: If the grievance is not settled at Step 2 to the satisfaction of the Residential Counselor, the grievance will be submitted to the Executive Director or his/her designee in writing within five (5) business days of the receipt of the Step 2 response. The Executive Director or her/his designee will schedule a meeting (with the Residential Counselor and a Union Representative present) at the main office during a time when the Residential Counselor is not scheduled to be on line, but no later than seven (7) days of the receipt of the Step 2 response. The Executive Director or her/his designee will answer the grievance in writing within five (5) business days after the meeting. A written response will be provided to the grievant and the Union within five (5) business days of the meeting.

Step 4: If grievance is not settled at Step 3, the Union may submit the grievance to arbitration under the Federal Mediation and Conciliation Service with the selection process of the American Arbitration Association to be used. Both parties agree to jointly exclude Massachusetts resident arbitrators from the selection process, unless mutually agreed otherwise. The grievance must be submitted to arbitration no later than thirty (30) calendar days after it has been determined that an Agreement cannot be reached at Step 3. Failure to submit the grievance by this time period will bar the grievance to the arbitration process.

Arbitrator's Authority:

The arbitrator will have no authority or jurisdiction to add to, subtract from, change, amend, modify, alter, or disregard any of the terms or provisions of this Agreement or authority or power to award back pay or other settlement to be retro-active beyond the date on which the event forming the basis of the grievance occurred. At no time may the arbitrator render a reinstatement, back pay award beyond a one year time

period, nor may the arbitrator deny the employer the right to deduct any income received, earned by the Residential Counselor during this time period up to and including unemployment benefits. The arbitrator's authority and jurisdiction shall end with the submission of the written award. The arbitrator's authority and jurisdiction is specifically limited to the express, specific and written terms of this Agreement. The arbitrator's authority will also be limited to the articles and issues presented to him/her when framing the issue(s) during the arbitration and in no way can he/she make a finding contrary to or detrimental to any State and/or Federal Performance/Licensing Standards, the overall agency mission, policies or regulations of any of the Agency's Programs. Such a decision will be considered null and void and is subject to being vacated by any court of competent jurisdiction as being in excess of the authority of the arbitrator.

Matter Filed in Another Forum:

If any matter being processed through the grievance and arbitration procedure is brought to any other forum by any of the parties, then the processing of this same matter through the grievance and arbitration procedure shall be immediately stopped and the matter shall be resolved in accordance with the alternate forum that was selected, exclusive of the NLRB.

Time Limits:

The time limits and procedures provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. The failure of the employer or of its representative at any time to give its/their written answer within the applicable time limits shall be deemed to be a denial of the grievance and qualify it to be referred to the next step. If a grievance is not referred to the next step in the grievance procedure within the applicable time limit, it shall be considered as settled on the basis of the last answer given. All time limits in each step of this procedure may be extended or shortened for an amount of time mutually agreed upon by both parties.

Award Due:

The award or decision of the arbitrator will be final and binding upon the parties. Barring any unforeseeable event, the arbitrator's award must be

submitted in writing to the parties in 30 days from the closing of the hearing (filing briefs) in order to be valid and binding.

Costs:

File fees and all charges of the arbitrator will be due and payable by the party who fails to prevail at arbitration. Each party will bear its own costs relative to witnesses, advocates, etc. The party filing for arbitration will be responsible for paying the filing fee for arbitration up front. Should the filing party prevail, the other party agrees to reimburse same.

**ARTICLE 66
VALIDITY CLAUSE**

Should any Federal or State Law, municipal ordinance or any court or administrative order or ruling conflict with any provisions of the Agreement, the provisions so affected will be amended or deleted to the extent necessary to conform to said law, ordinance, order, or ruling, but in all other respects the Agreement shall continue in full force and effect.

**ARTICLE 67
SCOPE OF AGREEMENT**

If during the term of this Agreement either of the parties decides to request that a waiver, modification, addition and/or deletion needs to be made, the parties may sit down to negotiate said changes. Otherwise, the specific express terms of this Agreement constitute the full Agreement between the parties.

**ARTICLE 68
EMPLOYER RESPONSIBILITY**

When major decisions affecting the organizational structure, changes in job descriptions, and personnel changes are planned that affect the bargaining unit, the Union Stewards, and Labor/Management committee members will normally be notified so as to provide time for staff input and recommendations. When circumstances beyond the control of the Agency present a time constraint on notification, the Agency shall give notice as soon as possible. The Agency will work in good faith with the

membership to manage any such change fairly and with as little disruption to quality of service and working conditions as possible.

The Employer agrees to maintain the program as is required by Department of Early Education and Care (DEEC) which is the licensing body for all Residential programs at NCYF, with regard but not limited to the following areas:

- Property and ground maintenance
- Staffing programs to ratio
- Review of procedures and policies

In addition, management agrees to respond in a timely manner to all requests or concerns brought forward by Employees so as to continue to develop a “best practice” model of working conditions. This includes making available a copy of the relief list at each program.

ARTICLE 69 MANAGEMENT RIGHTS

Section 1. Except as otherwise limited by an express provision of this Agreement, the Agency has the right to exercise complete control and discretion over its organization and technology, including, but not limited to the determination of operational needs, just cause, the standards of service to be provided and standards of productivity and performance of its Residential Counselors; establish and/or revise personnel evaluation programs; determine the methods, means and personnel by which its operations are to be conducted; determine the transfer of personnel; act to suspend, demote, discharge or take any other appropriate action against its Residential Counselors for just cause; relieve from duty its Residential Counselors because of lack of work; establish reasonable work rules, while taking all necessary actions to carry out its mission.

Section 2. Delivery of service to the public in the most effective and productive manner is of paramount importance to the Program and the Union. Such achievement is recognized to be the goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3. Any prior written Agreement covering Residential Counselors in this bargaining unit will be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

**ARTICLE 70
NO STRIKE/NO LOCKOUTS**

1. Neither the Union nor any Residential Counselor will engage in a strike, sympathy strike, work stoppage, or withholding of services for the duration of this Agreement.
2. For the duration of this Agreement there will be no lockouts.
3. In the event of any violation of Section 1 of this article by a Residential Counselor, the Agency will notify the Union. Any Residential Counselor who engages in any of the activities covered in this article may be subject to discharge.
4. This article may be enforced through the arbitration provision of this collective bargain Agreement.

**ARTICLE 71
VOIDABLE WAIVER CLAUSE**

The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provisions or requirements in the future and shall not constitute a modification of this Agreement.

**ARTICLE 72
RESIDENTIAL COUNSELOR'S VEHICLE**

Residential Counselors with authorization to transport clients in their own vehicle must have a current driver's license and insurance policy on file at the main office at all times. Any changes in either status must be immediately brought to the attention of the Residential Counselor's supervisor and the Director of Residential Services or her/his designee.

It is the Employer's practice and policy that no Residential Counselors shall transport clients in their own vehicles unless an emergency situation

occurs and/or the Residential Counselor has appropriate authorization for the Residential Manager to transport that client.

All Residential Counselors who have continually worked for the Agency for three years or longer will be eligible to receive a free AAA membership (Single Plan) at the beginning of the fiscal year following the Residential Counselor's three years of service.

All Residential Counselors are personally responsible for their vehicles at all times. Any damages occurring during work time are subject to the Agency's liability policies and procedures.

ARTICLE 73 SMOKING

The Agency supports and maintains a smoke-free workplace. No smoking is allowed inside any buildings owned, leased or operated by the Agency. No smoking is allowed in the sight of any clients.

ARTICLE 74 DURATION

This Agreement shall take effect July 1, 2015 and shall continue in full force and effect until midnight June 30, 2018.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized Officers and representatives as of the day and year first above written.

Local 2322, United Auto Workers

Aaron Cote

Jay Gray

Nancy Fish

[signatures on file]

Northeast Center for Youth & Families, Inc.

Meredith Lagoy

[signature on file]